

RESOLUTION NO. 2010-11

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-  
THE-SEA, FLORIDA, SETTING THE COMPENSATION OF  
AND APPOINTING CONSTANCE HOFFMANN AS INTERIM  
TOWN MANAGER UNTIL THE TOWN APPOINTS A TOWN  
MANAGER; PROVIDING FOR CONFLICT; PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Town Code Section 2-22, the Town Commission shall “by resolution, determine and fix the compensation of . . . all officers and employees of the Town;” and

**WHEREAS**, at a meeting of the Town Commission held April 26, 2010, Constance Hoffmann was appointed to serve in the position of Interim Town Manager for the compensation and for such terms as specified in Exhibit A, until the Town appoints a Town Manager, and Ms. Hoffmann began her service as Interim Town Manager immediately thereafter; and

**WHEREAS**, Resolution 2010-10 was adopted by the Town Commission on April 27, 2010, appointing Ms. Hoffmann as Interim Town Manager and setting her compensation at the biweekly rate of \$5,000.00; and

**WHEREAS**, the Town and Ms. Hoffmann have recognized that they made a mutual mistake of fact in setting this figure as the rate of compensation, because the intent of the parties was to set the compensation at the equivalent of an annual salary of \$120,000, which is actually a biweekly rate of \$4,615.38; and

**WHEREAS**, the Interim Town Manager shall possess all powers and carry out all duties as specified in Section 5.5 of the Town Charter, and act in accordance with Town Code, Town Charter and the laws of the State of Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are true and correct, and are hereby ratified and confirmed by the Town Commission and incorporated herein.

**SECTION 2.** The Town Commission hereby officially appoints Constance Hoffmann to serve in the position of Interim Town Manager pursuant to the Town Charter and Town Code, pursuant to the terms and conditions set forth in Exhibit A.

**SECTION 3.** Resolution 2010-10 is hereby repealed, and all other Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 4.** This Resolution is effective as of April 26, 2010.

**PASSED AND ADOPTED** by the Town Commission of the Town of Lauderdale-by-the-Sea, Florida, this 11<sup>th</sup> day of May, 2010.

**MAYOR ROSEANN MINNET**

**ATTEST:**

## June White, Town Clerk

**APPROVED AS TO FORM:**

**Susan L. Trevarthen, Town Attorney**



OFFICE OF THE  
TOWN MANAGER

Town of  
**LAUDERDALE-BY-THE-SEA**

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4501 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308-3610  
Telephone: (954) 776-0576 • Fax: (954) 776-1857

May 4, 2010

Ms. Constance Hoffmann  
7664 Courtyard Run W.  
Boca Raton, FL 33433

**Re: Employment Offer Letter**

Dear Ms. Hoffmann:

The Town of Lauderdale-By-The-Sea (the "Town") is pleased to offer you the position of Interim Town Manager. As Interim Town Manager, you agree to perform all duties specified in Section 5.5 of the Town Charter, act in accordance with state law, the Town Charter and the Town Code, and perform such other legally permissible and proper duties and functions as assigned by the Town Commission from time to time. You also agree to carry out your duties as Interim Town Manager in accordance with applicable state and local ethics law. By accepting this position, you represent to the Town that you understand the expectations of your position, and that you possess the expertise and experience necessary to perform the services to be provided by you to the Town.

Your employment with the Town is "at-will," meaning that either you or the Town may terminate your Town employment at any time and for any reason. As such, you have no vested property right or interest in your Town employment. You further acknowledge that there have been no representations or promises, either express or implied, made to you setting the term or terms of your employment.

As Interim Town Manager, you shall at all times: (i) devote your time, attention, knowledge and skill to the business and interests of the Town during normal working hours and at Town-related events after normal business hours; (ii) perform your duties and responsibilities to the Town faithfully and to the best of your ability; and (iii) not engage in any conflicting outside employment except with the express written consent of the Town Commission. It is agreed and understood that you began work upon selection on April 26, 2010 at the request of the Town Commission.

The terms and conditions of your employment as Interim Town Manager (including your compensation and benefits) are set forth below:

1. You shall receive a salary at the biweekly rate of Four Thousand, Six Hundred and Fifteen Dollars and Thirty-Eight Cents (\$4,615.38), which shall be payable in installments at the same time as other employees of the Town are paid. For biweekly periods of time in which you work less than 80 hours, you shall be compensated on a pro rata basis for the actual time worked. In the event of termination or resignation in the midst of a pay period, you shall be compensated on a pro rata basis for the number of business days that you work in that period. The Town shall provide for all customary and appropriate withholding and contributions in accordance with applicable laws.
2. Your performance may be reviewed by the Town Commission periodically, and you may be entitled to receive wage adjustments at the sole discretion of the Town Commission.
3. You will be provided with a Town cell phone with unlimited calls, internet and data service plan by the Town; alternatively, you will receive a cell phone allowance of \$150 per month.
4. You will accrue sick leave at an accrual rate of 3.70 hours per each two weeks worked. The use of such leave shall be in accordance with the Town's Personnel Policy Manual, dated October 1, 1988. We agree that sick leave is to be used in the event that you are sick, but that you will not have the right to a payout for unused sick leave in the event of your separation from Town employment.
5. You will not accrue vacation leave. No car expenses will be reimbursed, except for mileage reimbursement at the current IRS rate for Town-related business activities outside of the Town.
6. You will be eligible to receive health, vision and dental insurance benefits, in the manner provided to all other Town management employees. Please note that there is a waiting period of 31 days or a full month before health insurance coverage begins.
7. In the event that your Town employment ceases for any reason, you will be entitled only to the following:
  - a. Your base salary through the date of your separation from the Town; and
  - b. Reimbursement for as-yet unreimbursed expenses under paragraphs 3 and 5.

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8. You agree to submit to a drug and background check within two (2) weeks of beginning work on April 26, 2010, and understand that, if significant issues arise from these checks, your employment may be terminated. The results of this check will be received and communicated to the Commission by the Town Attorney.
9. Except as otherwise provided herein, the Town's Personnel Policy Manual, dated October 1, 1988, shall not be applicable to your employment.

It is possible that you will wish to be considered at a later time to serve as Town Manager. It is our mutual intent that, if you are selected to serve as Town Manager, neither you nor the Town are bound by the terms of this offer letter. Rather, our intent is to negotiate a completely new agreement in that eventuality.

To indicate your acceptance of this offer, please sign this document in the space designated below and return it to me at your convenience. Welcome to the Town of Lauderdale-By-The-Sea.

Sincerely,

Hon. Roseann Minnet  
Mayor, Town of Lauderdale-By-The-Sea

cc: Town Commission  
Town Attorney  
Town Clerk

AGREED TO AND ACCEPTED

this 5th day of May, 2010.

By:   
Constance Hoffman